

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## NO SURFACE USE PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT (this "Lease") is made as of the 1<sup>st</sup> day of May, 2008, between Cityview Medical Development I, Ltd., as Lessor, whose address is 5701 Bryant Irvin Road, Suite 301, Fort Worth, TX, 76132, and XTO Energy Inc., whose address is 810 Houston Street, Fort Worth, Texas 76102, as Lessee. All printed portions of this Lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Leased Premises.** In consideration of a cash bonus paid upon execution of this Lease, and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the leased premises described on Exhibit "A" attached hereto (the "leased premises") in Tarrant County, Texas (including any interests therein which Lessor may hereafter acquire by reversion, or prescription), for the purpose of exploring for, developing, producing and marketing oil and gas. For purposes of this Lease, "oil and gas" means oil, gas and other liquid and gaseous hydrocarbons and their constituent elements produced through a well bore. "Oil" includes all condensate, distillate and other liquid and gaseous hydrocarbons produced through a well bore. "Gas" includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. Expressly excluded from this Lease are lignite, coal, sulfur and other like minerals. The leased premises shall include all strips and gores, streets, easements, highways and alleyways adjacent thereto and Lessor shall be paid royalty (except shut-in royalties), bonuses, and delayed rentals based on acreage included in any such strips and gores, streets, easements, highways and alleyways. Lessor agrees to execute at Lessee's request any additional or supplemental instruments reasonably necessary for a more complete or accurate description of the leased premises. In the event Lessor owns any additional acreage than that for which bonus was originally paid, Lessee shall pay additional bonus at a rate per acre not less than the rate per acre on which bonus was originally paid when this Lease was acquired. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres specified on Exhibit "A" shall be deemed correct, whether actually more or less.

In the event a survey of the leased premises acceptable to Lessee is done after the date of this Lease, and such survey reveals more or less acreage comprising the leased premises than the acres described on Exhibit "A" (any such survey is hereinafter referred to as the "Survey"), the Lease bonus, as well as royalty, shall be calculated based on the actual amount of acreage comprising the leased premises as shown by the Survey, and any resulting adjustments to the Lease bonus shall be promptly made by Lessor and Lessee.

**Notwithstanding anything herein to the contrary, this is a no surface use and non-development Oil & Gas Lease, whereby Lessee, its successors or assigns, shall not conduct any operations on the surface of the leased premises. However, oil and gas in and under the leased premises may be removed therefrom by drainage or horizontal drilling, including drilling under the leased premises from a location on land not forming a part of the leased premises. This clause shall take precedence over any reference to surface operations contained within the remainder of this Lease.**

2. **Term.** This Lease is a "paid up" lease requiring no rentals. Subject to the other provisions contained herein, this Lease shall be for a term of thirty-six (36) months from the date hereof (the "primary term"), and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith, or this Lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Royalty.**

(a) As royalties, Lessee agrees:

(1) To deliver free of cost to Lessor at the wells or to the credit of Lessor at the pipeline to which the wells may be connected, one-fourth (the "Royalty Fraction") of all oil and other liquid hydrocarbons produced and saved from the leased premises. At Lessor's option, which may be exercised from time to time, Lessee shall pay to Lessor the same part of the market value at the well of oil and other liquid hydrocarbons of like grade and gravity prevailing in the area on the day the oil and other hydrocarbons are run from the lease (the "area" means the general area in Tarrant County, Texas in which the leased premises is located).

(2) To pay to Lessor:

(i) On gas produced from the leased premises and sold by Lessee or used on or off the leased premises and to which the following subparagraphs (ii and (iii)) do not apply, the Royalty Fraction of the market value at the point of sale, use, or other disposition.

(ii) On gas produced from the leased premises that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Fraction of the market value of the gas at the inlet to the processing plant, or the Royalty Fraction of the market value of all processed liquids saved from the gas plant plus the Royalty Fraction of the market value of all residue gas at the outlet of the plant.

(iii) On gas produced from the leased premises that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the Royalty Fraction of the

market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Fraction of the market value of all residue gas at the outlet of the plant.

(b) The market value of gas will be determined at the specified location by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of oil and gas royalty will never be less than the total proceeds received by Lessee in connection with the sale, use, or other disposition the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage, or marketing, then the reimbursements or the deductions will be added to the total proceeds received by Lessee. Royalty will be payable on oil and gas produced from the leased premises and consumed by Lessee on the leased premises, or lands pooled with the leased premises, for compression, dehydration, fuel, or other use.

(c) Lessor's royalty will never bear, either directly or indirectly, any part of the costs or expenses of production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, or marketing of the oil or gas produced from the leased premises or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil or gas. Lessor's royalty will bear its share of all severance and production taxes.

(d) Lessor shall be paid the Royalty Fraction of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payments and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas purchaser "makes-up" such gas and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor will only receive its Royalty Fraction of any payments made by the gas purchaser for such make-up gas taken pursuant to the take-or-pay provision or similar provision.

(e) If gas produced from the leased premises is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale, subject to the provisions of paragraph 3(b) above.

(f) As used in this paragraph, "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than fifty percent of the outstanding voting interests of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons.

(g) Lessee may not withhold royalty disbursements to Lessor on the basis that the leased premises is subject to a deed of trust lien or mortgage, or on the basis that any such deed of trust lien or mortgage is not subordinate to this Lease. Unless there is a reasonable title dispute or question as to title, Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than one hundred twenty (120) days after the end of the month of first sales of production. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month after the month in which production is sold. If not paid when due, Lessor's royalty will bear interest at the highest rate allowed by law from due date until paid, which amount Lessee agrees to pay.

(h) Acceptance by Lessor of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under this Lease shall not be affected by any division order or the provisions of Section 91.402 of the Texas Natural Resources Code or any similar statute.

(i) The receipt by Lessee from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee acquiring legal or equitable title to Lessor's share of those proceeds, but Lessee will at all time hold Lessor's share of those proceeds for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the leased premises or pipeline company transporting production from the leased premises, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

After the Primary Term, if there is a gas well on this Lease capable of producing in paying quantities, but gas is not being sold, Lessee shall pay or tender in advance an annual royalty of \$10,000 proportionate to the number of acres (according to the Survey) in the pooled unit described in paragraph 6. below, for each well from which gas is not being sold. Payment with respect to a well will be due within 60 days after the well is shut-in. While royalty payments are timely and properly paid, this Lease will be held as a producing lease; provided, however, that a shut-in well shall not remain shut-in for an aggregate period of more than two (2) years, following the expiration of the Primary Term. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto on or before the due date.

4. Payments. All shut-in or other royalty payments under this Lease shall be paid or tendered to Lessor at the above address, or at such address or to Lessor's credit at such depository institution as Lessor may provide written notice of from time to time. All payments or tenders may be made in currency or by check.

##### 5. Continuous Drilling Obligations.

If Lessee drills a well which is incapable of producing in paying quantities (a "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Section 6 or the action of any governmental authority, then in the event this Lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within one hundred twenty (120) days after completion of operations on such dry hole or within one hundred and twenty (120) days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this Lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances (a) to develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

**6. Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interests therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests; provided, however, that the entire leased premises covered by this Lease shall be included in any unit created pursuant to the pooling authority granted herein. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed forty (40) acres plus a maximum acreage tolerance of ten percent (10%), and for a gas well or a horizontal completion shall not exceed three hundred twenty (320) acres plus a maximum acreage tolerance of ten percent (10%); provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any mandatory well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, within ninety (90) days of first production, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling which may be retroactive to first production. In the event Lessor's acreage is included in a well, all of Lessor's acreage shall be included. Production, drilling or reworking operations anywhere on a unit which includes the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this Lease and included in the unit bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern mandated by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. If the leased premises are included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

**7. Partial Interests.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

**8. Assignment.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns; provided, however, if Lessee is to assign any part of this Lease it shall give written notice to Lessor at least thirty (30) before doing so. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until thirty (30) days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the reasonable satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. Except as otherwise stated herein, if Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release and Vertical Pugh Clause.** Lessee may, at any time and from time to time, deliver to Lessor in recordable form or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder. In any event, upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of this Lease which have terminated under the terms of this Lease. Upon the expiration of the primary term of this Lease, upon the expiration of any extension or renewal of the primary term, or after cessation of operations as provided herein, whichever occurs last, this Lease shall terminate as to all rights lying below one hundred feet (100') below either (1) the deepest depth drilled in any well drilled on the leased premises or on lands pooled therewith or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on the leased premises or on lands pooled therewith, whichever is the deepest; provided, however, if Lessee is then engaged in operations on the leased premises or on lands pooled therewith, this Lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

10. **Waiver of Surface Use.** Notwithstanding anything to the contrary in this Lease, Lessee shall not enter upon the surface of, cross over, place any structure or building upon or conduct any operations (including but not limited to geophysical/seismic operations) on the leased premises or within six hundred feet (600') of the leased premises. Lessee shall only develop the leased premises by pooling, as provided herein, or by directional or horizontal drilling commenced from a surface location on other lands. Lessee shall make all reasonable efforts not to use residential or neighborhood streets or thoroughfares in developing the leased premises, any lands pooled therewith or otherwise.

11. **Noise.** Noise levels associated with Lessee's operations related to the drilling, completion and reworking of wells shall be kept to a reasonable minimum, taking into consideration reasonably available equipment and technology in the oil and gas industry, the level and nature of development and surface use elsewhere in the vicinity of Lessee's drill sites and the fact Lessee's operations are being conducted in or near an urban residential area. If Lessee utilizes any non-electric-powered equipment in its operations, Lessee shall take reasonable steps to muffle the sound therefrom by installing a noise suppression muffler or like equipment.

12. **Regulatory Requirements and Force Majeure.** Lessee's obligations under this Lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including environmental regulations, setback requirements, restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. To the extent any such laws, rules, regulations or orders are less restrictive than the terms of this Lease, this Lease shall control. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this Lease when drilling, production or other operations are so prevented, delayed or interrupted.

13. **Indemnity.** Lessee hereby releases and discharges Lessor and the owner of the surface estate, along with their officers, employees, partners, agents, contractors, subcontractors, guests and invitees, and their respective heirs, successors and assigns (collectively the "Lessor Parties"), of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees and agents arising out of, incidental to or resulting from, the operations of or for Lessee on or under the leased premises or at the drill site or operations site or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties against any and all claims, liabilities, losses, damages, actions, property damage, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, statute or strict liability, including attorney fees and other legal expenses, including those related to environmental hazards on or under the leased premises or at the drill site or operations site or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities in, on or under the leased premises or at the drill site or operations site; those arising from Lessee's use of the surface or subsurface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees and their respective successors and assigns. Each assignee of this Lease, or of an interest herein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties in the same manner provided above in connection with the activities of Lessee, its officers, employees and agents as described above. Notwithstanding anything contained herein to the contrary, no partial or total assignment of this Lease by Lessee shall relieve Lessee of its obligations under this paragraph arising prior to the date of any such total or partial assignment. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS LEASE SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE.

14. **Notices.** All notices required or contemplated by this Lease shall be directed to the party being notified at the address identified above, unless notice of another address has been provided in writing. All such notices shall be made by registered or certified mail, return receipt requested, unless another means of delivery is expressly stated.

15. **No Warranty of Title.** Lessor makes no warranty of any kind with respect to title to the surface or mineral estate in the leased premises or any portion of or interest therein. All warranties that might arise by common law or by statute, including but not limited to Section 5.023 of the Texas Property Code (or its successor), are excluded. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the leased premises. Lessee assumes all risk of title failures.

16. **Top Leasing Permitted.** There shall be no prohibition or limitation on top leasing.

17. **Venue and Legal Fees.** Venue for any dispute arising under this Lease shall lie in Tarrant County, Texas, where all obligations under this Lease are performable.

18. **Miscellaneous.** This Lease is entered into in the State of Texas and shall be construed, interpreted and enforced in accordance with the laws of the State of Texas without reference to choice-of-law rules. Should any of the provisions herein be determined to be invalid by a court of competent jurisdiction, it is agreed that this shall not affect the enforceability of any other provision herein and that the parties shall attempt in good faith to renegotiate that provision so determined to be invalid to effectuate the purpose of and to conform to the law regarding such provision. The section titles appearing in this Lease are for convenience only and shall not by themselves determine the construction of this Lease. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Singular and plural terms, as well as terms stated in the masculine, feminine or neuter gender, shall be read to include the other(s) as the context requires to effectuate the full purposes of this Lease.

**IN WITNESS WHEREOF**, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on each signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

**LESSEE:**

**XTO ENERGY INC.**

By: Edwin S. Ryan, Jr.

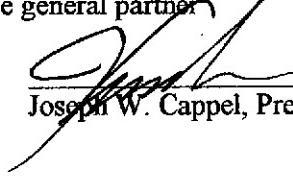
Printed Name: Edwin S. Ryan, Jr.

Title: Sr. Vice President - Land Administration

**LESSOR:**

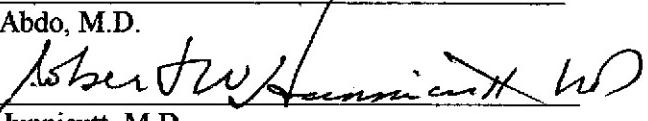
**CITYVIEW MEDICAL DEVELOPMENT I, LTD.,  
a Texas limited partnership**

By: Cityview Medical Development, Inc.,  
its sole general partner

By:   
Joseph W. Cappel, President

**LESSOR'S LIMITED PARTNERS:**

E. Nick Abdo, M.D.

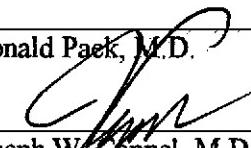
  
Robert Hunnicutt, M.D.

Jack Keen, M.D.

Douglas Lorimer, M.D.

Robert Lovett, M.D.

Donald Paek, M.D.

  
Joseph W. Cappel, M.D.

**ASSOCIATES IN UROLOGY**, a Texas general partnership

By:

Michael C. Walter, M.D., Partner

By:

John D. Pumphrey, M.D., Partner

By:

John D. Pumphrey, M.D., its President

**BAYLOR ALL SAINTS MEDICAL CENTER,**  
a Texas corporation

By:

Title:

**PHYSICIANS SOUTHWEST PARTNERSHIP,**  
a Texas general partnership

By:

James Bohnsack, M.D., Partner

By:

Keith Argenbright, M.D., Partner

By:

Steven Cole, M.D., Partner

By:

Christopher Ewin, M.D., Partner

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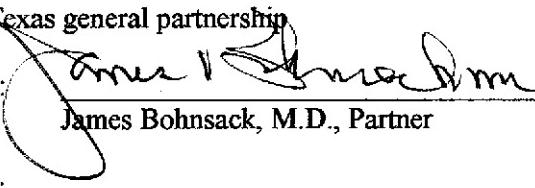
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By: \_\_\_\_\_

Title: \_\_\_\_\_

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Steven Cole, M.D., Partner

By: \_\_\_\_\_  
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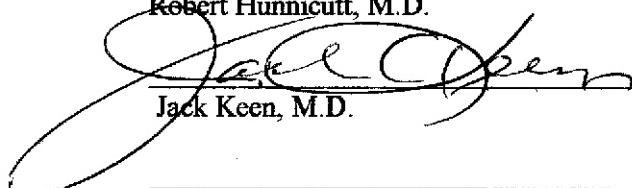
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John D. Pumphrey, M.D., Partner

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**BAYLOR ALL SAINTS MEDICAL CENTER,  
a Texas corporation**

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

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a Texas general partnership**

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By:

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By:

Steven Cole, M.D., Partner

By:

Christopher Ewin, M.D., Partner

**LESSOR'S LIMITED PARTNERS:**

---

E. Nick Abdo, M.D.

---

Robert Hunnicutt, M.D.

---

Jack Keen, M.D.

---

Douglas Lorimer, M.D.

---

Robert Lovett, M.D.

---

Donald Paek, M.D.

---

Joseph W. Cappel, M.D.

**ASSOCIATES IN UROLOGY, a Texas general partnership**

By: \_\_\_\_\_  
Michael C. Walter, M.D., Partner

By: \_\_\_\_\_  
John D. Pumphrey, M.D., Partner

By: \_\_\_\_\_  
John D. Pumphrey, M.D., its President

**BAYLOR ALL SAINTS MEDICAL CENTER,  
a Texas corporation**

By: \_\_\_\_\_

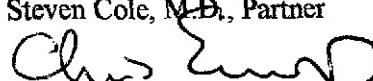
Title: \_\_\_\_\_

**PHYSICIANS SOUTHWEST PARTNERSHIP,  
a Texas general partnership**

By: \_\_\_\_\_  
James Bohnsack, M.D., Partner

By: \_\_\_\_\_  
Keith Argenbright, M.D., Partner

By: \_\_\_\_\_  
Steven Cole, M.D., Partner

By: \_\_\_\_\_  
Christopher Ewin, M.D., Partner  


**LESSOR'S LIMITED PARTNERS:**

---

E. Nick Abdo, M.D.

---

Robert Hunnicutt, M.D.

---

Jack Keen, M.D.

---

Douglas Lorimer, M.D.

---

Robert Lovett, M.D.

---

Donald Paek, M.D.

---

Joseph W. Cappel, M.D.

**ASSOCIATES IN UROLOGY, a Texas general partnership**

By: \_\_\_\_\_  
Michael C. Walter, M.D., Partner

By: \_\_\_\_\_  
John D. Pumphrey, M.D., Partner

By: \_\_\_\_\_  
John D. Pumphrey, M.D., its President

**BAYLOR ALL SAINTS MEDICAL CENTER,  
a Texas corporation**

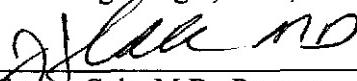
By: \_\_\_\_\_

Title: \_\_\_\_\_

**PHYSICIANS SOUTHWEST PARTNERSHIP,  
a Texas general partnership**

By: \_\_\_\_\_  
James Bohnsack, M.D., Partner

By: \_\_\_\_\_  
Keith Argenbright, M.D., Partner

By: \_\_\_\_\_  
Steven Cole, M.D., Partner  


By: \_\_\_\_\_  
Christopher Ewin, M.D., Partner

**LESSOR'S LIMITED PARTNERS:**

E. Nick Abdo, M.D.

Robert Hunnicutt, M.D.

Jack Keen, M.D.

Douglas Lorimer, M.D.

Robert Lovett, M.D.

Donald Paek, M.D.

Joseph W. Cappel, M.D.

**ASSOCIATES IN UROLOGY, a Texas general partnership**

By: \_\_\_\_\_  
Michael C. Walter, M.D., Partner

By: \_\_\_\_\_  
John D. Pumphrey, M.D., Partner

By: \_\_\_\_\_  
John D. Pumphrey, M.D., its President

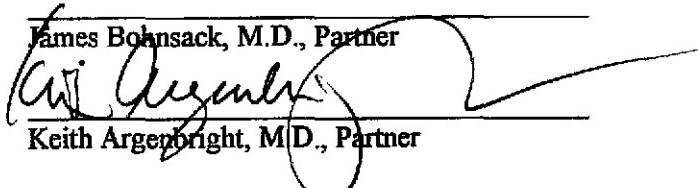
**BAYLOR ALL SAINTS MEDICAL CENTER,  
a Texas corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PHYSICIANS SOUTHWEST PARTNERSHIP,  
a Texas general partnership**

By: \_\_\_\_\_  
James Bohnsack, M.D., Partner

By:   
Keith Argenbright, M.D., Partner

By: \_\_\_\_\_  
Steven Cole, M.D., Partner

By: \_\_\_\_\_  
Christopher Ewin, M.D., Partner

**LESSOR'S LIMITED PARTNERS:**

*E. Nick Abdo, M.D.*  
E. Nick Abdo, M.D.

Robert Hunnicutt, M.D.

Jack Keen, M.D.

Douglas Lorimer, M.D.

Robert Lovett, M.D.

Donald Pack, M.D.

Joseph W. Cappel, M.D.

**ASSOCIATES IN UROLOGY, a Texas general partnership**

By: \_\_\_\_\_  
Michael C. Walter, M.D., Partner

By: \_\_\_\_\_  
John D. Pumphrey, M.D., Partner

By: \_\_\_\_\_  
John D. Pumphrey, M.D., its President

**BAYLOR ALL SAINTS MEDICAL CENTER,  
a Texas corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PHYSICIANS SOUTHWEST PARTNERSHIP,  
a Texas general partnership**

By: \_\_\_\_\_  
James Bohnsack, M.D., Partner

By: \_\_\_\_\_  
Keith Argenbright, M.D., Partner

By: \_\_\_\_\_  
Steven Cole, M.D., Partner

By: \_\_\_\_\_  
Christopher Ewin, M.D., Partner

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Steven Cole,  
M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Christopher  
Ewin, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
the \_\_\_\_\_ of Baylor All Saints Medical Center, on behalf of  
said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 16<sup>th</sup> day of May, 2008 by Nick E.  
Abdo, M. D.

Letta Mary Wallace

Notary Public, State of Texas



STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Robert  
Hunnicutt, M.D.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Jack Keen,  
M.D.

---

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_, the \_\_\_\_\_ of XTO Energy Inc., on behalf of said  
corporation.

---

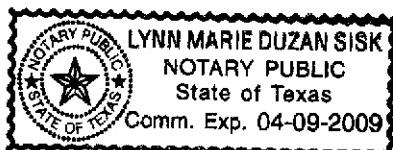
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 14<sup>th</sup> day of May, 2008, by  
JOSEPH W. CAPPELL, the president of general partner of Cityview Medical Development I,  
Ltd., on behalf of said corporation.



Lynn Marie Duzan Sisk

Notary Public, State of Texas

STATE OF TEXAS

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§

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Michael C.  
Walter, M.D., a Partner of Associates in Urology, on behalf of said corporation.

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Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by John D.  
Pumphrey, M.D., the President of Associates in Urology, on behalf of said corporation.

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Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by James  
Bohnsack, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

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Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Keith  
Argenbright, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Steven Cole,  
M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Christopher  
Ewin, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
the \_\_\_\_\_ of Baylor All Saints Medical Center, on behalf of  
said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Nick E.  
Abdo, M. D.

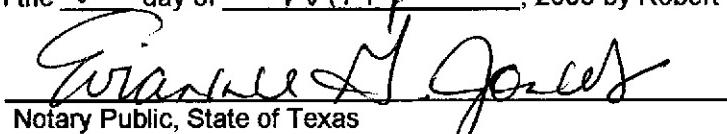
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Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 8<sup>th</sup> day of MAY, 2008 by Robert  
Hunnicutt, M.D.

  
Notary Public, State of Texas

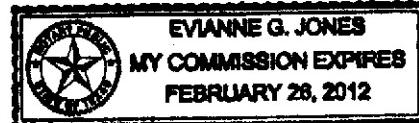
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Jack Keen,  
M.D.

---

Notary Public, State of Texas



STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Douglas Lorimer, M.D.

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Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Robert Lovett, M.D.

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Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Donald Paek, M.D.

---

Notary Public, State of Texas

STATE OF TEXAS

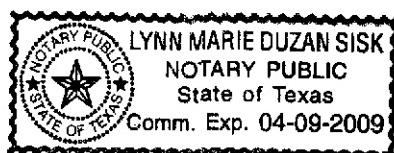
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COUNTY OF TARRANT

This instrument was acknowledged before me on the 14<sup>th</sup> day of May, 2008 by Joseph W. Cappel, M.D.

Lynn Marie Duzan Sisk

Notary Public, State of Texas



STATE OF TEXAS

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§

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
the \_\_\_\_\_ of XTO Energy Inc., on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
the \_\_\_\_\_ of Cityview Medical Development I,  
Ltd., on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Michael C.  
Walter, M.D., a Partner of Associates in Urology, on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by John D.  
Pumphrey, M.D., the President of Associates in Urology, on behalf of said corporation.

---

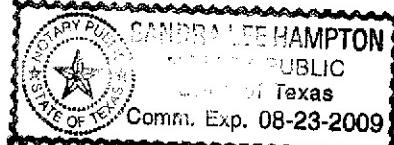
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 9 day of May, 2008, by James  
Bohsack, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.



Sandra Lee Hampton

Notary Public, State of Texas

STATE OF TEXAS

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§

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Keith  
Argenbright, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

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Notary Public, State of Texas

STATE OF TEXAS

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§

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Douglas Lorimer, M.D.

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Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Robert Lovett, M.D.

---

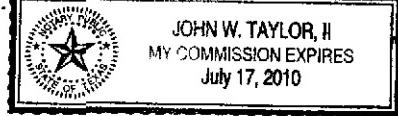
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 1 day of May, 2008 by Donald Paek, M.D.



*John W. Taylor*  
Notary Public, State of Texas

STATE OF TEXAS

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§

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Joseph W. Cappel, M.D.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Steven Cole,  
M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Christopher  
Ewin, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_, the \_\_\_\_\_ of Baylor All Saints Medical Center, on behalf of  
said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Nick E.  
Abdo, M. D.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Robert  
Hunnicutt, M.D.

---

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 1 day of May, 2008 by Jack Keen,  
M.D.



---

Notary Public, State of Texas



STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Steven Cole,  
M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

---

Notary Public, State of Texas

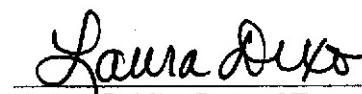
STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the 1<sup>st</sup> day of May, 2008, by Christopher  
Ewin, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

  
Notary Public, State of Texas



STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
the \_\_\_\_\_ of Baylor All Saints Medical Center, on behalf of  
said corporation.

---

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Nick E.  
Abdo, M. D.

---

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Robert  
Hunnicutt, M.D.

---

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Jack Keen,  
M.D.

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Notary Public, State of Texas

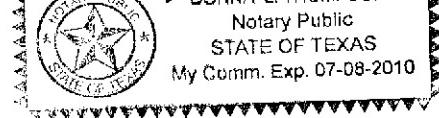
STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the 2 day of May, 2008, by Steven Cole,  
M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.



Donald J. Thompson  
Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Christopher  
Ewin, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_, the \_\_\_\_\_ of Baylor All Saints Medical Center, on behalf of  
said corporation.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Nick E.  
Abdo, M. D.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Robert  
Hunnicutt, M.D.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Jack Keen,  
M.D.

Notary Public, State of Texas

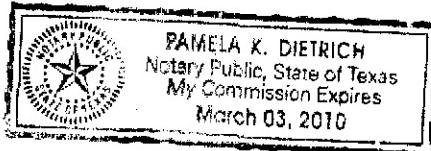
STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 10<sup>th</sup> day of June, 2008, by  
Edwin S. Ryan Jr., the Vice President, Land Admin of XTO Energy Inc., on behalf of said  
corporation.



Pamela K. Dietrich  
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
the \_\_\_\_\_, of Cityview Medical Development I,  
Ltd., on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Michael C.  
Walter, M.D., a Partner of Associates in Urology, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by John D.  
Pumphrey, M.D., the President of Associates in Urology, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by James  
Bohnsack, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.

Notary Public, State of Texas

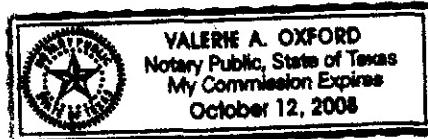
STATE OF TEXAS

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COUNTY OF TARRANT

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✓ This instrument was acknowledged before me on the 6<sup>th</sup> day of May, 2008, by Keith  
Argenbright, M.D., a Partner of Physicians Southwest Partnership, on behalf of said corporation.



Valerie A. Oxford  
Notary Public, State of Texas

**Exhibit "A"**

Lot 1, Block 9, Cityview Addition, an Addition to the city of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 531, Plat Records, Tarrant County, Texas, and being described in that certain Special Warranty Deed dated November 13, 1990, by and between All Saints Espscopal Hospitals of Fort Worth, Grantor, and Cityview Medical Development I, Ltd., recorded in Document #D190189164 of the Official Records of Tarrant County, Texas.

*Return to:*  
**Holland Acquisitions**  
**309 W 7th Street, Suite 300**  
**Fort Worth TX 76102**



HOLLAND ACQUISITIONS  
309 W 7TH ST STE 300

FT WORTH TX 76102

Submitter: HOLLAND ACQUISITIONS

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 06/20/2008 04:06 PM  
Instrument #: D208238591  
LSE 25 PGS \$108.00

By: \_\_\_\_\_



**D208238591**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MC